

The Honorable RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

BRYCE MEYER, individually and as the  
representative of all persons similarly situated;

Plaintiffs,

v.

AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY and AMERICAN  
STANDARD INSURANCE COMPANY OF  
WISCONSIN, foreign insurers;

Defendants.

No.: 3:14-cv-05305 RBL

FINAL JUDGMENT AND ORDER  
APPROVING SETTLEMENT AND  
DISMISSING CLAIMS OF CLASS  
MEMBERS WITH PREJUDICE

THIS MATTER comes before this Court on June 3, 2016. The Court having considered the Stipulation of Settlement, comments received regarding the Settlement, the record in the above-captioned action (the "Action"), the evidence presented and the arguments and authorities presented by counsel, and for good cause appearing; NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

FINAL JUDGMENT & ORDER  
APPROVING SETTLEMENT - 1

Law Offices of  
STEPHEN M. HANSEN, P.S.  
1821 DOCK STREET, SUITE 103  
TACOMA, WASHINGTON 98402  
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1 otherwise on behalf of the Plaintiffs or any Class Member, with respect to any and all claims,  
2 rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements,  
3 costs, expenses or losses arising out of or relating to the Released Claims, as defined in the  
4 Stipulation of Settlement.

5 6. All persons who are included within the definition of the Class, with the exception of  
6 Rolf Johannessen and Loretta Johannessen, who elected to be excluded from this settlement, are  
7 bound by this Final Judgment and by this Stipulation of Settlement and are conclusively deemed  
8 to have fully, finally and forever settled and released all Released Claims, as defined in the  
9 Stipulation of Settlement, against the Released Persons.

10 ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES AND CLASS

11 REPRESENTATIVE FEE

12 7. The Court awards Class Counsel the amount of \$718,296.00 in fees and \$116,000.00  
13 in costs, subject to terms set forth in the Stipulation of Settlement, as attorneys' fees and costs.

14 8. Defendants shall pay any attorneys' fees and costs awarded by the Court to Class  
15 Counsel as follows: twenty-five percent (25%) of seventy-five percent (75%) of the award shall  
16 be paid within ten (10) days of the entry of the Final Approval Order and Judgment, and seventy-  
17 five percent (75%) of seventy-five percent (75%) of the award shall be paid within ten (10)  
18 business days after the Effective Date of the Settlement. If there is no appeal, the remaining 25%  
19 of the award shall be paid within ten (10) business days after the Effective Date of the  
20 Settlement.

21 9. Such payments shall be made by a wire transfer payable to The Law Offices of  
22 Stephen M. Hansen, P.S., delivered pursuant to the wiring instructions to be provided by Mr.  
23 Hansen unless other delivery instructions are provided to Defendant's counsel in writing by Mr.  
24 Hansen. The Court approves Class representative incentive awards in the amount of \$7,500.00  
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26 FINAL JUDGMENT & ORDER  
27 APPROVING SETTLEMENT - 3

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dollars to the Class Representative to be paid by separate check to the named Class Representative and delivered to Mr. Hansen's office. The Court finds these fees, expenses, and incentive awards to be reasonable and fair under the circumstances of this case.

#### GENERAL PROVISIONS

10. The Effective Date of the settlement is the date described in the Definitions of the Stipulation, and shall have the meaning ascribed to that term, set forth in the Stipulation of Settlement.

11. The provisions of this Final Judgment are entered as a result of an agreement and stipulation of the parties. The parties' Stipulation of Settlement and this Final Judgment are not intended to be, and shall not be construed as, any admission, express or implied, of any fault, liability or wrongdoing by Defendants.

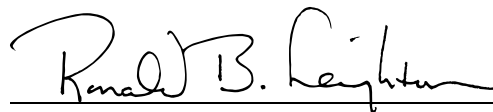
12. With respect to any person seeking to litigate with Defendants over any of the Released Claims or to represent any form of opt-out class from this Settlement, Class Counsel has stipulated, and the Court agrees, that any representation, encouragement, solicitation or other assistance, including but not limited to referral to other counsel, of or to any Opt Out or any other person seeking to litigate with Defendants over any of the Released Claims, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms are henceforth prohibited (only to the extent that it is otherwise not in violation of any applicable professional rules) from representing, encouraging, soliciting or otherwise assisting, in any way whatsoever (including but not limited to referrals to other counsel) any Opt Out, except that suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision. Additionally, Class Counsel and their respective firms are henceforth prohibited (only to the extent that it is otherwise not in violation of any applicable professional rules) from

1 representing, encouraging, soliciting or otherwise assisting in any way whatsoever any person  
2 seeking to represent any form of opt-out class from this Settlement or any other person in any  
3 subsequent litigation that person may enter into with Defendants regarding the Released Claims  
4 or any related claims, except that suggesting to any such person the option of obtaining separate  
5 counsel, without specifically identifying options for such counsel, shall be permitted under the  
6 terms of this provision.

7 13. As of the Effective Date, by operation of the entry of the Final Judgment, each Class  
8 Member shall be deemed to have fully released, waived, relinquished and discharged, to the  
9 fullest extent permitted by law, all Released Claims (including Unknown Claims) that the Class  
10 Members may have against the Released Persons, all as defined in the Stipulation of Settlement.

11 14. Jurisdiction is retained by this Court for the specific purpose of enabling any party to  
12 this Final Judgment to apply to the Court at any time for such further orders and directions as  
13 may be necessary and appropriate for the construction or carrying out of this Final Judgment, for  
14 enforcement of compliance herewith, and the punishment of violations hereof, any suit, action,  
15 proceeding or dispute arising out of or relating to the Stipulation of Settlement and this Final  
16 Judgment. All of the claims in this Action shall be and hereby are DISMISSED with prejudice  
17 and without leave to amend.

18 DATED THIS 3<sup>rd</sup> day of June, 2016.

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22 Ronald B. Leighton  
23 United States District Judge  
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26 FINAL JUDGMENT & ORDER  
27 APPROVING SETTLEMENT - 5  
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3 Presented By:

4  
5 The Law Offices of STEPHEN M. HANSEN, P.S.

6  
7 */s/ Stephen M. Hansen*

8 STEPHEN M. HANSEN, WSBA # 15642  
9 Of Attorneys for Plaintiff

10 Approved for Entry:

11 BULLIVANT HOUSER BAILEY, PC

12 */s/ John A. Bennett*

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14 John A. Bennett, WSBA #33214  
15 Of Attorneys of Defendants  
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26 FINAL JUDGMENT & ORDER  
27 APPROVING SETTLEMENT - 6  
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